EXHIBIT B

Case 23-11069-CTG Doc 2840-2 Filed 04/04/24 Page 2 5143-3 H27 H20 H27 H31

11. This Participation Agreement shall become effe	ective as of the date of e	execution hereof and the payments above provides
shall be payable from and after 0/1/2018		piration of the collective bargaining agreement or
full force and effect until a successor collective ba Employer gives the Fund at least sixty (60) days we' discretion of the Trustees. The Employer shall pay a and such payments shall be made in accordance wit must be signed and submitted for each successor colle	ective bargaining agreem argaining agreement is ditten notice of its intent any contribution rate incomes the the rules and constant	nent, this Participation Agreement shall continue in executed by the Employer and Union, unless the to terminate participation subject, however, to the reases in effect during negotiations with the Union
Effective date of collective bargaining agreement:	7/1/2018	
Expiration date of collective bargaining agreement:	7/31/2023	
 The Employer and its employees shall not be e signatory to a current Participation Agreement. 		this Fund unless the Employer and the Union are
13. This Participation Agreement represents the enti- contemporaneous agreements or understandings, wh- modified except by a writing signed by all parties. Participation Agreement and any provisions of the col The parties hereto have caused this Participation Agre LOCAL UNION# See Attached	To the extent there ellective bargaining agree	As such, this Participation Agreement may not be exist any conflict between any provisions of this ement, this Participation Agreement shall control. In the date shown by each of their signatures below.
ADDRESS:	ADDRESS:	10990 Roe Avenue
		Overland Park, KS 66211
SIGNATURE:	SIGNATUR	6.
PRINT NAME:	PRINT NAM	AE: OTTO'CONNOR
		IL. O / CONNUC
PRINT TITLE:		
PRINT TITLE:DATE:	PRINT TITE	E: CHIEF OPERATING OFFICER 1-9-20
140 18 C 140	DATE: CLTH AND HOSPITAL	E: CHIEF OPERATING OFFICER 1-9-20 FUND

THE NEW YORK STATE TEAMSTERS COUNCIL HEALTH AND HOSPITAL FUND PARTICIPATION AGREEMENT

- (a) This Participation Agreement, executed by the undersigned Teamsters Local Union (hereinafter "Union") and Employer, is the basis for participation in the New York State Teamsters Council Health and Hospital Fund (hereinafter "Fund"). The Employer, its participating employees, and the Union, as a condition of participation in this Fund, are bound by this Participation Agreement, the Trust Agreement, Plan documents and all of the rules and regulations of the Fund now and/or hereafter adopted by the Board of Trustees.
- (b) The Employer and Union understand and agree that the Fund contributions shall be made, as set forth herein, on all employees doing bargaining unit work, irrespective of whether said employees are full-time, part-time, casual or seasonal, except as is otherwise provided herein. No agreement between the Employer and the Union shall alter this rule or any other rule or provision of this Participation Agreement.
 - (c) The Employer agrees to contribute as follows, not to exceed the maximum:

	ates of Contribution	on. <u>Dally or Hourly</u>	Weekly	CONT	RACT TYPE:
Effective	8/1/2018	96.36/ Daily	385.43		UPS
Effective	8/1/2019	99.46/Daily	397.83		FREIGHT - National
Effective	8/1/2020	TBD	TBD		FREIGHT - Area
Mective	8/1/2021	TBD	TBD		CONSTRUCTION
Mective	8/1/2022	TBD	TBD		MUNICIPAL
Mective					OTHER
· · · · · · · · · · · · · · · · · · ·				_	Official
Covered		Bosonialas DA	<u> </u>		
Covered oution ra	Employees: Interployees	Bargaining Nor sch January subsequent to the sees from the first hour of the			Agreement.
Covered oution ra outions l	Employees: Interployees	ch January subsequent to the	he initial date of this		Agreement.
Covered oution ra outions l	Employees: Interployees enterployees enterployees enterployee in each category	ch January subsequent to the	he initial date of this he first day of emplo	yment.	
Covered oution ra outions la delect on	Employees: Interployees are effective eare effective eare egin on all employee in each category tates: Comp	ch January subsequent to the sees from the first hour of the below:	he initial date of this he first day of emplo m/Selection Form	yment.	site Rate see above

REV. 201407

⁽d) An such payments to be made to the Fund are to be received by the Fund office on or before the tenth (10th) day of the month following the month in which said monies were accrued, except when otherwise agreed by the Fund, but not to exceed by the end of the same month due.

^{2.} Failure on the part of the Employer to timely contribute on any of its employees as specified herein shall make the Employer liable for all employee benefit claims which are incurred during the period of delinquency, damages, reimbursement to the Fund for the Fund's attorneys' fees, auditors' fees, court costs, disbursements and expenses incurred by the Fund in recovering the

above. In addition, the Employer must pay all arrears due the Fund together with liquidated damages in the sum of ten percent (10%) of the delinquent amount. The late payment of any delinquency by the Employer shall not in any way relieve it from the obligations set forth above. In addition, when the Employer is notified in writing by the Fund that it is delinquent, the Employer must immediately pay the delinquent amount to the Fund. After said payment, the Employer may appeal the Fund's decision to the Board of Trustees, whose decision shall be final and binding. In the event of failure of the Employer to comply with any of the rules of the Fund, the Employer and all its participating employees, at the Fund's sole discretion, shall cease to participate in the Fund, and the Employer shall be responsible for all the benefits and all other charges specified herein.

- 3. The Fund may, at any time, audit the payroll records of any and all employees of the Employer at a time mutually agreed upon at no extra charge to the Employer. In the event it is found that the Employer has not fully complied with the Fund rules and/or provisions of this Participation Agreement, the Employer shall pay the full cost of the audit that has been performed by the Fund. In addition, the Employer shall be responsible as set forth in this Participation Agreement and the Fund's rules, regulations and/or collection policies.
- 4. The Fund shall be open to participation by any group of members belonging to a participating Union that fully complies with all rules and regulations of the Fund. In addition, the Employer may contribute to the Fund for employees working outside the jurisdiction of the collective bargaining agreement in the amount indicated above. However, if these employees are included, the Employer agrees to make contributions on all employees in this category subject to the same conditions and on the same basis as is provided in this Participation Agreement, and the Employer also agrees to continue to make contributions on all these employees for as long as there shall be a collective bargaining agreement between the Employer and the Union, subject to any and all rules and regulations or decisions covering this group that are issued by the Fund. The Employer must request in writing and receive written approval from the Fund in order to have these non-covered employees included. Such request must specifically define the category or categories involved.
- 5. Should any of the provisions of this Participation Agreement be declared to be in violation of the Labor-Management Relations Act of 1947, as amended, or any other State or Federal statute or regulation, such declaration shall in no way impair the effectiveness or continuity of the rest of the provisions of this Participation Agreement and such provisions are hereby expressly declared to be saved from such illegality.
- 6. Payments to the Fund must be made by the Employer for all compensable vacation and holiday time up to a maximum of one full calendar year.
- 7. If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions during the period of absence and such monies shall thereafter be promptly forwarded to the Fund in accordance with the rules of the Fund. In the event the Employer grants a leave and does not so comply, the Employer must pay the contributions subject to all other requirements in paragraph 2 herein.
- 8. The Employer agrees to furnish such information as may be necessary to enable the Fund to carry out its duties.
- 9. If a regular employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of 4 weeks. If a regular employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work. However, such contributions shall not be paid for a period of more than 52 weeks.
- 10. All actions and proceedings commenced or initiated by any claimant, applicant, employee, participant, the Union or the Employer, or their agents, successors or assigns, against the Fund, the Trustees thereof or any employee, service provider, representative or agent thereof, and all actions and proceedings commenced by or on behalf of said Trustees against any claimant, applicant, employee, participant, the Union or the Employer pertaining to the Fund in any manner, shall be brought in the appropriate court in the County of Onondaga, New York or other applicable tribunal located therein except where otherwise provided herein. In regard to federal district court actions, all such actions shall be commenced and heard in the United States District Court for the Northern District of New York. The Fund shall not be subject to any grievance/arbitration procedure set forth in any collective bargaining agreement. It is specifically agreed that any action or proceeding commenced or initiated in any other jurisdiction or venue shall be transferred to the appropriate court or tribunal specified herein.

REV. 201407

LOCAL UNION: # 118	LOCAL UNION: #449
ADDRESS: 130 Metro Park Rochester, NY 14623	ADDRESS: 2175 William Street Buffalo, NY 14208
SIGNATURE: Off	SIGNATURE: Stable
PRINT NAME: CAROTOPHON POOCES	PRINT NAME: KEEN C. DKYSOALE
PRINTTITLE: SEPERALY- THEATUREN	PRINT TITLE: UKE PRESIDENT B.A
DATE: 6/22/2	DATE: 6/20/2020
LOCAL UNION: # 294	LOCAL UNION: #687
ADDRESS: 890 Third Street - Labor Temple Albany, NY 12206	ADDRESS: 14 Elm Street Potsdam, NY 13676
SIGNATURE: (A) Woufull	SIGNATURE:
PRINT NAME: CHARLES GREEN FIELD	PRINT NAME: Orian K- Lhimour
PRINT TITLE: BA	PRINT TITLE: Prendent / PEO
DATE: 6/03/20	DATE: 6-24-20
,	
LOCAL UNION: #317	
ADDRESS: 566 Spencer Street Syracuse, NY 13204	

SIGNATURE: Rill Files

PRINT NAME: BILL Files

DATE: 6/22/20

BENEFIT SELECTION FORM

The Benefit Plan Options selected below are subject to the rules, regulations, and rates described in the Participation Agreement executed by the undersigned parties concurrent with the execution of this form. After the initial effective date, all subsequent rate changes are effective January 1st of each year during the term of the collective bargaining agreement.

For period beginning 8/1/2018

Benefit Type	Benefit Description or Option Selected	Weekly Rate
	A CONTROL OF THE STATE OF THE S	
Medical and RX Plan – Required	Supreme	381.03
Dental - Optional	Option 1	
Vision – Optional	Yes	
Disability – Optional	Option 1 With Paid Family Leave	
Death/AD&D — Optional	Option 1	9
Legal - Optional	Yes	4.40
Tot	al Weekly Rate	385.43

	Single	Two Person	Family
HRA Monthly Contribution	-		
			-

By signature below the parties signify their agreement to the Benefit Options selected.

Employer Name: YR C W

Local Union No. See Attached

YRC Freight

Signature

Signature

Title

Title Chief Operating Officer Date 7/9/20

Approved by:

Executive Administrator

Date

Approved Date

LOCAL UNION: # 118	LOCAL UNION: #449
ADDRESS: 130 Metro Park Rochester, NY 14623	ADDRESS: 2175 William Street Buffalo, NY 14208
SIGNATURE: Off	SIGNATURE: Halle
PRINT NAME: CAPERTOPHON POOLES	PRINT NAME: KEWIN C. DKYSOALE
PRINT TITLE: SEPERALY-THEATUREN	PRINT TITLE: UKE PRESIDENT B.A
DATE: 6/22/2	DATE: 6/20/2020
LOCAL UNION: # 294	LOCAL LINION TOOT
Control of the contro	LOCAL UNION: #687
ADDRESS: 890 Third Street - Labor Temple Albany, NY 12206	ADDRESS: 14 Elm Street Potsdam, NY 13676
SIGNATURE: (A) Wouldle	SIGNATURE:
PRINT NAME: CHARLES GREEN FIELD	PRINT NAME: Drian K- Shimmin
PRINT TITLE: BA	PRINT TITLE: President / PEO
DATE: 6/03/20	DATE: 6-24-20
LOCAL UNION: #317	
ADDRESS: 566 Spencer Street Syracuse, NY 13204	

SIGNATURE: Rill Fils

PRINT TITLE: Business Agent

DATE: 6/22/20

PRINT NAME: Bill Files

BENEFIT SELECTION FORM

The Benefit Plan Options selected below are subject to the rules, regulations, and rates described in the Participation Agreement executed by the undersigned parties concurrent with the execution of this form. After the initial effective date, all subsequent rate changes are effective January 1st of each year during the term of the collective bargaining agreement.

For period beginning 8/1/2019

Benefit Type	Benefit Description or Option Selected	Weekly Rate
Medical and RX Plan – Required	Supreme	393.29
Dental – Optional	Option 1	
Vision – Optional	Yes	(.
Disability – Optional	Option 1 With Paid Family Leave	lan.
Death/AD&D – Optional	Option 1	-
Legal - Optional	Yes	4.54
Tot	al Weekly Rate	397.83

	Single	Two Person	Family
HRA Monthly Contribution	1 2 2 5		

By signature below the parties signify their agreement to the Benefit Options selected.

Employer Name: YRC W

Local Union No. See Attached	2
Signature	Signature A
Title trate	Title Chref Operating Office Date 7/A/20
Approved by:	Executive Administrator Date 1/4/82

LOCAL UNION: # 118	LOCAL UNION: #449
ADDRESS: 130 Metro Park Rochester, NY 14623	ADDRESS: 2175 William Street Buffalo, NY 14208
SIGNATURE: Off	SIGNATURE: Halle
PRINT NAME: CAPERTOPHER POOLES	PRINT NAME: KEEN C. DKYSDALE
PRINTTITLE: SELFETAMY- TRANSPER	PRINT TITLE: UKE PRESIDENT B.A
DATE: 6/22/2	DATE: 6/20/2020
LOCAL UNION: # 294	LOCAL UNION: #687
ADDRESS: 890 Third Street - Labor Temple Albany, NY 12206	ADDRESS: 14 Elm Street Potsdam, NY 13676
SIGNATURE: () Woufull	SIGNATURE:
PRINT NAME: CHARLES GREEN FIELD	PRINT NAME: Brian K- Hammon
PRINT TITLE: BA	PRINT TITLE: PRENING / PEO
DATE: 6/03/20	DATE: 6-24-20
LOCAL UNION: #317	
ADDRESS: 566 Spencer Street Syracuse, NY 13204	

SIGNATURE: Bill Files

PRINT NAME: BILL Files

PRINT TITLE: Business Agent

DATE: 6/22/20

BENEFIT SELECTION FORM

The Benefit Plan Options selected below are subject to the rules, regulations, and rates described in the Participation Agreement executed by the undersigned parties concurrent with the execution of this form. After the initial effective date, all subsequent rate changes are effective January 1st of each year during the term of the collective bargaining agreement.

For period beginning 8/1/2020

Benefit Type	Benefit Description or Option Selected	Weekly Rate
Medical and RX Plan - Required	Supreme	TBD
Dental – Optional	Option 1	-
Vision – Optional	Yes	
Disability – Optional	Option 1 With Paid Family Leave	•
Death/AD&D Optional	Option 1	4
Legal - Optional	Yes	- 1 ×
To	tal Weekly Rate	TBD

	Single	Two Person	Family
HRA Monthly Contribution		H E	

By signature below the parties signify their agreement to the Benefit Options selected.

Employer Name: YRCW

Local Union No. See Attached

Signature

Signature

Title

Title Chief Operating Office Date 7/9/20

Approved by:

Executive Administrator

Date 1/14/200

LOCAL UNION: # 118	LOCAL UNION: #449
ADDRESS: 130 Metro Park Rochester, NY 14623	ADDRESS: 2175 William Street Buffalo, NY 14208
SIGNATURE: Off	SIGNATURE: Halle
PRINT NAME: CARISTOPHON POOLES	PRINT NAME: KEEN C. DKYSOALE
PRINTTITLE: SERFRAY- THEATURE	PRINT TITLE: UKE PRESIDENT B.A
DATE: 6/22/2	DATE: 6/20/2020
LOCAL UNION: # 294	LOCAL UNION: #687
ADDRESS: 890 Third Street - Labor Temple Albany, NY 12206	ADDRESS: 14 Elm Street Potsdam, NY 13676
SIGNATURE: () Monfield	SIGNATURE:
PRINT NAME: CHARLES GREEN FIELD	PRINT NAME: Drian K- Abmount
PRINT TITLE: BA	PRINT TITLE: PREVIOLENT / PEO
DATE: 6/03/20	DATE: 6-24-20
LOCAL UNION: #317	
ADDRESS: 566 Spencer Street Syracuse, NY 13204	

SIGNATURE: BUFiles

PRINT NAME: Bill Files

PRINT TITLE: Business Agent

DATE: 6/22/20

BENEFIT SELECTION FORM

The Benefit Plan Options selected below are subject to the rules, regulations, and rates described in the Participation Agreement executed by the undersigned parties concurrent with the execution of this form. After the initial effective date, all subsequent rate changes are effective January 1st of each year during the term of the collective bargaining agreement.

For period beginning 8/1/2021

Benefit Type	Benefit Description or Option Selected	Weekly Rate
Medical and RX Plan – Required	Supreme	TBD
Dental - Optional	Option 1	
Vision – Optional	Yes	
Disability – Optional	Option 1 With Paid Family Leave	-
Death/AD&D - Optional	Option 1	
Legal - Optional	Yes	TBD
Tot	al Weekly Rate	TBD

	Single	Two Person	Family
HRA Monthly Contribution		[= 1, -1]	141777

By signature below the parties signify their agreement to the Benefit Options selected.

Employer Name: JRCW

Local Union No. See Attached	
Signature	Signature
Title Oate	Title Chief OperAting Officer Date 7/9/20
Approved by:	, Executive Administrator Date 1/14/220

LOCAL UNION: # 118	LOCAL UNION: #449
ADDRESS: 130 Metro Park Rochester, NY 14623	ADDRESS: 2175 William Street Buffalo, NY 14296
SIGNATURE: Oak	SIGNATURE: Halle
PRINT NAME: CAPLITIONAL POLES	PRINT NAME: KENIN C. DKYSOALE
PRINTTITLE: SELFETAMY- TREATMEN	PRINT TITLE: UKE PRESIDENT B.A
DATE: 6/22/24	DATE: 6/25/2020
LOCAL UNION: # 294	LOCAL UNION: #687
ADDRESS: 890 Third Street - Labor Temple Albany, NY 12206	ADDRESS: 14 Elm Street Potsdam, NY 13676
SIGNATURE: A MUNICIPAL SIGNATURE:	SIGNATURE:
PRINT NAME: CHARLES GREEN FIELD	PRINT NAME: Dran K- Hamma
PRINT TITLE: BA	PRINT TITLE: Prevident / PEO
DATE: 6/23/20	DATE: 6-24-20
LOCAL UNION: #317	
ADDRESS: 566 Spencer Street Syracuse, NY 13204	
SIGNATURE: Rill Files	

PRINT NAME: BILL Files

PRINT TITLE: Business Agent

DATE: 6/22/20

BENEFIT SELECTION FORM

The Benefit Plan Options selected below are subject to the rules, regulations, and rates described in the Participation Agreement executed by the undersigned parties concurrent with the execution of this form. After the initial effective date, all subsequent rate changes are effective January 1st of each year during the term of the collective bargaining agreement.

For period beginning 8/1/2022

Benefit Type	Benefit Description or Option Selected	Weekly Rate
Medical and RX Plan – Required	Supreme	TBD
Dental - Optional	Option 1	
Vision – Optional	Yes	
Disability – Optional	Option 1 With Paid Family Leave	- (4
Death/AD&D Optional	Option 1	13 - 37
Legal - Optional	Yes	TBD
Tot	al Weekly Rate	TBD

	Single	Two Person	Family
HRA Monthly Contribution		1000	

By signature below the parties signify their agreement to the Benefit Options selected.

Employer Name: YRCW

Local Union No. See Attached

Signature

Signature

Signature

Title Ch.ef Open hing Office Date 1/9/22

Approved by:

Executive Administrator

Date 1/14/22

LOCAL UNION: # 118	LOCAL UNION: #449
ADDRESS: 130 Metro Park Rochester, NY 14623	ADDRESS: 2175 William Street Buffalo, NY 14206
SIGNATURE: Obli	SIGNATURE: Halle
PRINT NAME: CARIFFORNIA POOLES	PRINT NAME: KENIN C. DKYSOALE
PRINT TITLE: SERETARY- THEATURE	PRINT TITLE: UKE PRESIDENT / B.A
DATE: 6/22/24	DATE: 6/20/2020
LOCAL UNION: # 294	LOCAL UNION: #687
ADDRESS: 890 Third Street - Labor Temple Albany, NY 12206	ADDRESS: 14 Elm Street Potsdam, NY 13676
SIGNATURE: () would	SIGNATURE:
PRINT NAME: CHARLES GREEN FIELD	PRINT NAME: Bran K- Hamman
PRINT TITLE: BA	PRINT TITLE: Provident / PEO
DATE: 6/03/20	DATE: 6-24-20
LOGAL UNION: #317	
ADDRESS: 566 Spencer Street Syracuse, NY 13204	

SIGNATURE: Bill Files

DATE: 6/22/20

PRINT NAME: Bill Files

PRINT TITLE: Business Agent

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11. This Participation Agreement shall become	effective as of the date of execution hereof and the payments above provide
shall be payable from and after 10/01/2022	and continue until expiration of the collective bargaining agreement of
7/04/0000	collective bargaining agreement, this Participation Agreement shall continue
full force and effect until a successor collective Employer gives the Fund at least sixty (60) days discretion of the Trustees. The Employer shall p	e bargaining agreement is executed by the Employer and Union, unless the written notice of its intent to terminate participation subject, however, to the ay any contribution rate increases in effect during negotiations with the Union with the rules and regulations of the Fund. A new Participation Agreement
Effective date of collective bargaining agreement	10/01/2022
Expiration date of collective bargaining agreement	nt; 7/31/2023
	be entitled to participate in this Fund unless the Employer and the Union an
contemporaneous agreements or understandings, modified except by a writing signed by all par Participation Agreement and any provisions of the	entire agreement and understanding of the parties and supersedes all prior of whether oral or written. As such, this Participation Agreement may not be ties. To the extent there exist any conflict between any provisions of the collective bargaining agreement, this Participation Agreement shall control. Agreement to be executed on the date shown by each of their signatures below
LOCAL UNION# 449	EMPLOYER: USF Holland
ADDRESS: 2175 William Street Buffalo, NY/14206	ADDRESS: 6650 Transit Rd. RT78 Williamsville, NY 14221
SIGNATURE: Kalle	SIGNATURE: Whit World
PRINT NAME Kevin Drysdale	PRINT NAME: Michael Underkoffker
PRINT TITLE: Business Agent	PRINTTITLE: Trucker Relations Manes
DATE: 10(5/2022	DATE: 10-07-2022
NEW YORK STATE TEAMSTERS COUNCIL/ 151 NORTHERN CONCOURSE, STRACUSE, MAILING ADDRESS: P.O. BOX 4928, SYRA	NY 13212
W.	> plikly m
SIGNATURE:	DATE: /0/17/h

PARTICIPATION AGREEMENT

- 1. (a) This Participation Agreement, executed by the undersigned Teamsters Local Union (hereinafter "Union") and Employer, is the basis for participation in the New York State Teamsters Council Health and Hospital Fund (hereinafter "Fund"). The Employer, its participating employees, and the Union, as a condition of participation in this Fund, are bound by this Participation Agreement, the Trust Agreement, Plan documents and all of the rules and regulations of the Fund now and/or hereafter adopted by the Board of Trustees.
- (b) The Employer and Union understand and agree that the Fund contributions shall be made, as set forth herein, on all employees doing bargaining unit work, irrespective of whether said employees are full-time, part-time, casual or seasonal, except as is otherwise provided herein. No agreement between the Employer and the Union shall alter this rule or any other rule or provision of this Participation Agreement.
 - (c) The Employer agrees to contribute as follows, not to exceed the maximum:

1100	tes of Contribution:	Daily or Hourly	Weekly	CONT	RACT TYPE:
Effective Effective Effective	10/01/2022	107.66/Daily	430.63		UPS FREIGHT - National FREIGHT - Area CONSTRUCTION
Effective Effective					MUNICIPAL OTHER
Effective [
Effective Covered I	es are effective each	argaining			Agreement.
Effective Covered I coution rate outions be	es are effective each	January subsequent to	the initial date of this		Agreement.
Effective Covered I coution rate outions be select one	es are effective each gin on all employees in each category bel	January subsequent to	the initial date of this	syment.	Agreement. osite Rate – see above

- (d) All such payments to be made to the Fund are to be received by the Fund office on or before the tenth (10th) day of the month following the month in which said monies were accrued, except when otherwise agreed by the Fund, but not to exceed by the end of the same month due.
- 2. Failure on the part of the Employer to timely contribute on any of its employees as specified herein shall make the Employer liable for all employee benefit claims which are incurred during the period of delinquency, damages, reimbursement to the Fund for the Fund's attorneys' fees, auditors' fees, court costs, disbursements and expenses incurred by the Fund in recovering the

above. In addition, the Employer must pay all arrears due the Fund together with liquidated damages in the sum of ten percent (10%) of the delinquent amount. The late payment of any delinquency by the Employer shall not in any way relieve it from the obligations set forth above. In addition, when the Employer is notified in writing by the Fund that it is delinquent, the Employer must immediately pay the delinquent amount to the Fund. After said payment, the Employer may appeal the Fund's decision to the Board of Trustees, whose decision shall be final and binding. In the event of failure of the Employer to comply with any of the rules of the Fund, the Employer and all its participating employees, at the Fund's sole discretion, shall cease to participate in the Fund, and the Employer shall be responsible for all the benefits and all other charges specified herein.

- 3. The Fund may, at any time, audit the payroll records of any and all employees of the Employer at a time mutually agreed upon at no extra charge to the Employer. In the event it is found that the Employer has not fully complied with the Fund rules and/or provisions of this Participation Agreement, the Employer shall pay the full cost of the audit that has been performed by the Fund. In addition, the Employer shall be responsible as set forth in this Participation Agreement and the Fund's rules, regulations and/or collection policies.
- 4. The Fund shall be open to participation by any group of members belonging to a participating Union that fully complies with all rules and regulations of the Fund. In addition, the Employer may contribute to the Fund for employees working outside the jurisdiction of the collective bargaining agreement in the amount indicated above. However, if these employees are included, the Employer agrees to make contributions on all employees in this category subject to the same conditions and on the same basis as is provided in this Participation Agreement, and the Employer also agrees to continue to make contributions on all these employees for as long as there shall be a collective bargaining agreement between the Employer and the Union, subject to any and all rules and regulations or decisions covering this group that are issued by the Fund. The Employer must request in writing and receive written approval from the Fund in order to have these non-covered employees included. Such request must specifically define the category or categories involved.
- 5. Should any of the provisions of this Participation Agreement be declared to be in violation of the Labor-Management Relations Act of 1947, as amended, or any other State or Federal statute or regulation, such declaration shall in no way impair the effectiveness or continuity of the rest of the provisions of this Participation Agreement and such provisions are hereby expressly declared to be saved from such illegality.
- 6. Payments to the Fund must be made by the Employer for all compensable vacation and holiday time up to a maximum of one full calendar year.
- 7. If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions during the period of absence and such monies shall thereafter be promptly forwarded to the Fund in accordance with the rules of the Fund. In the event the Employer grants a leave and does not so comply, the Employer must pay the contributions subject to all other requirements in paragraph 2 herein.
- 8. The Employer agrees to furnish such information as may be necessary to enable the Fund to carry out its duties.
- 9. If a regular employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of 4 weeks. If a regular employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work. However, such contributions shall not be paid for a period of more than 52 weeks.
- 10. All actions and proceedings commenced or initiated by any claimant, applicant, employee, participant, the Union or the Employer, or their agents, successors or assigns, against the Fund, the Trustees thereof or any employee, service provider, representative or agent thereof, and all actions and proceedings commenced by or on behalf of said Trustees against any claimant, applicant, employee, participant, the Union or the Employer pertaining to the Fund in any manner, shall be brought in the appropriate court in the County of Onondaga, New York or other applicable tribunal located therein except where otherwise provided herein. In regard to federal district court actions, all such actions shall be commenced and heard in the United States District Court for the Northern District of New York. The Fund shall not be subject to any grievance/arbitration procedure set forth in any collective bargaining agreement. It is specifically agreed that any action or proceeding commenced or initiated in any other jurisdiction or venue shall be transferred to the appropriate court or tribunal specified herein.

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7853

11. This Participation Agreement shall become effective	e as of the date of	execution hereof and the payments above provided
		expiration of the collective bargaining agreement on
full force and effect until a successor collective bargar Employer gives the Fund at least sixty (60) days written discretion of the Trustees. The Employer shall pay any cand such payments shall be made in accordance with the must be signed and submitted for each successor collective Effective date of collective bargaining agreement: 8/1/2	ining agreement is a notice of its inten- contribution rate in- te rules and regula- te bargaining agree	t to terminate participation subject, however, to the creases in effect during negotiations with the Union tions of the Fund. A new Participation A
	1/2023	Andrew Miller and Angle of the Property of the Control of the Cont
12. The Employer and its employees shall not be entitle signatory to a current Participation Agreement.		
13. This Participation Agreement represents the entire a contemporaneous agreements or understandings, whethe modified except by a writing signed by all parties. To Participation Agreement and any provisions of the collect	er oral or written, the extent there live bargaining agre	As such, this Participation Agreement may not be exist any conflict between any provisions of this ement, this Participation Agreement shall control.
The parties hereto have caused this Participation Agreeme	ent to be executed o	on the date shown by each of their signatures below.
LOCAL UNION# 449	EMPLOYER:	USF Holland
ADDRESS: 2175 WILLIAM ST BUFFALS MY 14227	ADDRESS:	6650 Transit Road Overlook Park, KS 66211
SIGNATURE: FORFICE	SIGNATUI	RE: Muchal Canan
PRINT NAME: KEUIN C. DUSTALE	PRINT NA	ME: Michael Canasi
PRINT TITLE: VICE PRESIDENT / MA	PRINT TIT	
DATE: 6 32 3030	DATE:	6-25-2020
NEW YORK STATE TEAMSTERS COUNCIL HEALTI 151 NORTHERN CONCOURSE, SYNACUSE, NY 1321 MAILING ADDRESS: P.O. BOX 4928, SYNACUSE, I	2	
SIGNATURE:	DATE:	77/2020
EXECUTIVE ADMINISTRATOR		1.7

PARTICIPATION AGREEMENT

- 1. (a) This Participation Agreement, executed by the undersigned Teamsters Local Union (hereinafter "Union") and Employer, is the basis for participation in the New York State Teamsters Council Health and Hospital Fund (hereinafter "Fund"). The Employer, its participating employees, and the Union, as a condition of participation in this Fund, are bound by this Participation Agreement, the Trust Agreement, Plan documents and all of the rules and regulations of the Fund now and/or hereafter adopted by the Board of Trustees.
- (b) The Employer and Union understand and agree that the Fund contributions shall be made, as set forth herein, on all employees doing bargaining unit work, irrespective of whether said employees are full-time, part-time, casual or seasonal, except as is otherwise provided herein. No agreement between the Employer and the Union shall alter this rule or any other rule or provision of this Participation Agreement.
 - (c) The Employer agrees to contribute as follows, not to exceed the maximum:

by the end of the same month due.

REV. 201407

	ites of Contribution	: Daily or Hourly	Weekly	CONT	RACT TYPE:
ffective	8/1/2018	96.36/ Daily	385.43		UPS
ffective	8/1/2019	99.46/Daily	397.83		FREIGHT - National
ffective	8/1/2020	TBD	TBD		FREIGHT - Area
ffective	8/1/2021	TBD	TBD		CONSTRUCTION
	8/1/2022	TBD	TBD		MUNICIPAL
ffective					OTHER
ffective					2.000
arion iai		h January subsequent to the es from the first hour of the		The Trace of Contract	Agreement
utions be	A				
	in each category b	clow;			
elect one	in each category b	clow; nnent Rate-with Addendur	n/Selection Form	Compo	site Rate - see above
elect one	in each category bates: Compr			7. 4. 4.	

2. Failure on the part of the Employer to timely contribute on any of its employees as specified herein shall make the Employer liable for all employee benefit claims which are incurred during the period of delinquency, damages, reimbursement to the Fund for the Fund's attorneys' fees, auditors' fees, court costs, disbursements and expenses incurred by the Fund in recovering the

above. In addition, the Employer must pay all arrears due the Fund together with liquidated damages in the sum of ten percent (10%) of the delinquent amount. The late payment of any delinquency by the Employer shall not in any way relieve it from the obligations set forth above. In addition, when the Employer is notified in writing by the Fund that it is delinquent, the Employer must immediately pay the delinquent amount to the Fund. After said payment, the Employer may appeal the Fund's decision to the Board of Trustees, whose decision shall be final and binding. In the event of failure of the Employer to comply with any of the rules of the Fund, the Employer and all its participating employees, at the Fund's sole discretion, shall cease to participate in the Fund, and the Employer shall be responsible for all the benefits and all other charges specified herein.

- 3. The Fund may, at any time, audit the payroll records of any and all employees of the Employer at a time mutually agreed upon at no extra charge to the Employer. In the event it is found that the Employer has not fully complied with the Fund rules and/or provisions of this Participation Agreement, the Employer shall pay the full cost of the audit that has been performed by the Fund. In addition, the Employer shall be responsible as set forth in this Participation Agreement and the Fund's rules, regulations and/or collection policies.
- 4. The Fund shall be open to participation by any group of members belonging to a participating Union that fully complies with all rules and regulations of the Fund. In addition, the Employer may contribute to the Fund for employees working outside the jurisdiction of the collective bargaining agreement in the amount indicated above. However, if these employees are included, the Employer agrees to make contributions on all employees in this category subject to the same conditions and on the same basis as is provided in this Participation Agreement, and the Employer also agrees to continue to make contributions on all these employees for as long as there shall be a collective bargaining agreement between the Employer and the Union, subject to any and all rules and regulations or decisions covering this group that are issued by the Fund. The Employer must request in writing and receive written approval from the Fund in order to have these non-covered employees included. Such request must specifically define the category or categories involved.
- 5. Should any of the provisions of this Participation Agreement be declared to be in violation of the Labor-Management Relations Act of 1947, as amended, or any other State or Federal statute or regulation, such declaration shall in no way impair the effectiveness or continuity of the rest of the provisions of this Participation Agreement and such provisions are hereby expressly declared to be saved from such illegality.
- 6. Payments to the Fund must be made by the Employer for all compensable vacation and holiday time up to a maximum of one full calendar year.
- 7. If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions during the period of absence and such monies shall thereafter be promptly forwarded to the Fund in accordance with the rules of the Fund. In the event the Employer grants a leave and does not so comply, the Employer must pay the contributions subject to all other requirements in paragraph 2 herein.
- 8. The Employer agrees to furnish such information as may be necessary to enable the Fund to carry out its duties.
- 9. If a regular employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of 4 weeks. If a regular employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work. However, such contributions shall not be paid for a period of more than 52 weeks.
- 10. All actions and proceedings commenced or initiated by any claimant, applicant, employee, participant, the Union or the Employer, or their agents, successors or assigns, against the Fund, the Trustees thereof or any employee, service provider, representative or agent thereof, and all actions and proceedings commenced by or on behalf of said Trustees against any claimant, applicant, employee, participant, the Union or the Employer pertaining to the Fund in any manner, shall be brought in the appropriate court in the County of Onondaga, New York or other applicable tribunal located therein except where otherwise provided herein. In regard to federal district court actions, all such actions shall be commenced and heard in the United States District Court for the Northern District of New York. The Fund shall not be subject to any grievance/arbitration procedure set forth in any collective bargaining agreement. It is specifically agreed that any action or proceeding commenced or initiated in any other jurisdiction or venue shall be transferred to the appropriate court or tribunal specified herein.

REV. 201407

BENEFIT SELECTION FORM

The Benefit Plan Options selected below are subject to the rules, regulations, and rates described in the Participation Agreement executed by the undersigned parties concurrent with the execution of this form. After the initial effective date, all subsequent rate changes are effective January 1st of each year during the term of the collective bargaining agreement.

For period beginning 8/1/2018

Benefit Type	Benefit Description or Option Selected	Weekly Rate
Medical and RX Plan – Required	Supreme	381.03
Dental – Optional	Option 1	÷-
Vision – Optional	Yes	4
Disability – Optional	Option 1 With Paid Family Leave	
Death/AD&D – Optional	Option 1	-
Legal - Optional	Yes	4.40
To	tal Weekly Rate	385.43

	Single	Two Person	Family
HRA Monthly Contribution		1 - 1.1	

By signature below the parties signify their agreement to the Benefit Options selected.

Local Union No. 1449	USF Holland
KOLla /	Michel Carm
Signature	Signature
Title VEC 1105105 Date (2) 20 0000	Title Industrial Relations Kgr Date 6-25-2020
Approved by:	, Executive Administrator Date

Employer Name:

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NEW YORK STATE TEAMSTERS COUNCIL HEALTH AND HOSPITAL FUND

BENEFIT SELECTION FORM

The Benefit Plan Options selected below are subject to the rules, regulations, and rates described in the Participation Agreement executed by the undersigned parties concurrent with the execution of this form. After the initial effective date, all subsequent rate changes are effective January 1st of each year during the term of the collective bargaining agreement.

For period beginning 8/1/2019

Benefit Type	Benefit Description or Option Selected	Weekly Rate
Medical and RX Plan – Required	Supreme	393.29
Dental – Optional	Option 1	₹
Vision – Optional	Yes	<u> </u>
Disability – Optional	Option 1 With Paid Family Leave	i ⊕ h
Death/AD&D – Optional	Option 1	
Legal - Optional	Yes	4.54
To	tal Weekly Rate	397.83

	Single	Two Person	Family
HRA Monthly Contribution	12.	17 (47 []]	74.

By signature below the parties signify their agreement to the Benefit Options selected.

Local Union No. 449	USF Holland
Signature Signature	Signature Cara,
Title vice pussions of the 6/23 2000	Title Industrial Relations Har Date 6-25-2020
Approved by:	Executive Administrator Date

Employer Name:

BENEFIT SELECTION FORM

The Benefit Plan Options selected below are subject to the rules, regulations, and rates described in the Participation Agreement executed by the undersigned parties concurrent with the execution of this form. After the initial effective date, all subsequent rate changes are effective January 1st of each year during the term of the collective bargaining agreement.

For period beginning 8/1/2020

Benefit Description or Option Selected	Weekly Rate
Supreme	TBD
Option 1	-
Yes	17
Option 1 With Paid Family Leave	-
Option 1	15
Yes	18,
tal Weekly Rate	TBD
	Supreme Option 1 Yes Option 1 With Paid Family Leave Option 1 Yes

	Single	Two Person	Family
HRA Monthly Contribution		Y	

By signature below the parties signify their agreement to the Benefit Options selected.

	Employer Name.
Local Union No. 449	USF Holland
flath /	Mochel Com
Title VICE PLEASE PAIR CON SESSE	
Approved by:	Executive Administrator Date 7/7/20W

Employer Name:

BENEFIT SELECTION FORM

The Benefit Plan Options selected below are subject to the rules, regulations, and rates described in the Participation Agreement executed by the undersigned parties concurrent with the execution of this form. After the initial effective date, all subsequent rate changes are effective January 1st of each year during the term of the collective bargaining agreement.

For period beginning 8/1/2021

Benefit Type	Benefit Description or Option Selected	Weekly Rate
Medical and RX Plan – Required	Supreme	TBD
Dental – Optional	Option 1	0-
Vision – Optional	Yes	14-1
Disability – Optional	Option 1 With Paid Family Leave	1,4
Death/AD&D — Optional	Option 1	-
Legal - Optional	Yes	TBD
Tot	al Weekly Rate	TBD

	Single	Two Person	Family
HRA Monthly Contribution	1112	L. T.	Year
160			

By signature below the parties signify their agreement to the Benefit Options selected.

	Employer Name:
Local Union No 449	USF Holland
Signature	Signature Can
Title VICE PRESENT DE CONSTITUTO	Title Industrial Relationsty Date 6-15-2020
Approved by:	Executive Administrator Date 7/7/22

BENEFIT SELECTION FORM

The Benefit Plan Options selected below are subject to the rules, regulations, and rates described in the Participation Agreement executed by the undersigned parties concurrent with the execution of this form. After the initial effective date, all subsequent rate changes are effective January 1st of each year during the term of the collective bargaining agreement.

For period beginning 8/1/2022

Benefit Type	Benefit Description or Option Selected	Weekly Rate
Medical and RX Plan – Required	Supreme	TBD
Dental – Optional	Option 1	18
Vision – Optional	Yes	-
Disability – Optional	Option 1 With Paid Family Leave	
Death/AD&D Optional	Option 1	
Legal - Optional	Yes	TBD
To	tal Weekly Rate	TBD

STARK THE LIGHT VIEW	Single	Two Person	Family
HRA Monthly Contribution	- 2		13/20-1

By signature below the parties signify their agreement to the Benefit Options selected.

	Employer Name:
Local Union No. 449	USF Holland
Signature /	Signature Cami
Title LIKE PARKOSAE Date 1 32 3000	1212
Approved by:	, Executive Administrator Date

Case 23-11069-CTG Doc 2840-2 Filed 04/04/24 Page 27 of 43

shall be payable from and after 8/1/2018 7/31/2023 After expiration of	the collective boards	spiration of the collective bargaining agreement nent, this Participation Agreement shall continue
Employer gives the Fund at least sixty (60) discretion of the Trustees. The Employer sh	days written notice of its intent	executed by the Employer and Union, unless to terminate participation subject, however, to reases in effect during negotiations with the Un
Effective date of collective bargaining agrees	ment: 8/1/2018	
Expiration date of collective bargaining agree		
	not be entitled to partiainate in	this Fund unless the Employer and the Union
modified except by a writing signed by all	parties To the event there	standing of the parties and supersedes all prior as such, this Participation Agreement may not exist any conflict between any provisions of the standard s
	of the contective pargaining agree	
The parties hereto have caused this Participat	tion Agreement to be executed or	
The parties hereto have caused this Participal LOCAL UNION# See Attached	tion Agreement to be executed or	the date shown by each of their signatures beto
The parties hereto have caused this Participat LOCAL UNION# See Attached	tion Agreement to be executed or	the date shown by each of their signatures belo New Penn Motor Express Inc.
The parties hereto have caused this Participat LOCAL UNION# See Attached ADDRESS:	tion Agreement to be executed or	New Penn Motor Express Inc. 625 South 5th Avenue Letanon, PA 17042
The parties hereto have caused this Participat LOCAL UNION# See Attached ADDRESS:	EMPLOYER: ADDRESS: SIGNA-TUR	New Penn Motor Express Inc. 625 South 5th Avenue Letanon, PA 17042 E:
The parties hereto have caused this Participal LOCAL UNION# See Attached ADDRESS: SIGNATURE: PRINT NAME:	EMPLOYER: ADDRESS: SIGNATUR PRINT NAM	New Penn Motor Express Inc. 625 South 5th Avenue Lebanon, PA 17042 E: TJ o'CoNNoR
	EMPLOYER: ADDRESS: SIGNATUR PRINT NAM	he the date shown by each of their signatures belower Penn Motor Express Inc. 625 South 5th Avenue Letanon, PA 17042 E: TJ 0'CONNOR Chief Operating Officer
The parties hereto have caused this Participat LOCAL UNION# See Attached ADDRESS: SIGNATURE: PRINT NAME: PRINT TITLE:	ADDRESS: SIGNATUR PRINT NAM PRINT TIT! DATE: CIC HEALTH AND HOSPITAL	n the date shown by each of their signatures beto New Penn Motor Express Inc. 625 South 5th Avenue Letanon, PA 17042 E: TJO'CONNOR Chief Operating Officer 7-9-20 FUND

THE NEW YORK STATE TEAMSTERS COUNCIL HEALTH AND HOSPITAL FUND PARTICIPATION AGREEMENT

- 1. (a) This Participation Agreement, executed by the undersigned Teamsters Local Union (hereinafter "Union") and Employer, is the basis for participation in the New York State Teamsters Council Health and Hospital Fund (hereinafter "Fund"). The Employer, its participating employees, and the Union, as a condition of participation in this Fund, are bound by this Participation Agreement, the Trust Agreement, Plan documents and all of the rules and regulations of the Fund now and/or hereafter adopted by the Board of Trustees.
- (b) The Employer and Union understand and agree that the Fund contributions shall be made, as set forth herein, on all employees doing bargaining unit work, irrespective of whether said employees are full-time, part-time, casual or seasonal, except as is otherwise provided herein. No agreement between the Employer and the Union shall alter this rule or any other rule or provision of this Participation Agreement.
 - (c) The Employer agrees to contribute as follows, not to exceed the maximum:

	Rates of Contribution	: Daily or Hourly	Weekly	CONT	RACT TYPE:
	ive 8/1/2018	96.36/ Dally	385.43		UPS
Mecti	ve 8/1/2019	99.46/Daily	397.83		FREIGHT - National
Mecti	ve 8/1/2020	TBD	TBD	. 0	FREIGHT - Area
	ve 8/1/2021	TBD	TBD		CONSTRUCTION
Mecti	ve 8/1/2022	TBD	TBD	. 0	MUNICIPAL
Mecti	ve			п	OTHER
	VA			3.4	20.1905
Mecti Cover	T. 3 - 3 - 1 - 2 - 1 - 2 - 1	Bargaining Nor	-Bargaining	+	
Cover ution ution	ed Employees: rates are effective eac s begin on all employe	h January subsequent to the first hour of the			Agreement.
Cover oution oution clect	ed Employees: rates are effective eac s begin on all employe one in each category b	h January subsequent to the first hour of the fi	he initial date of this	yment.	
Cover oution oution clect	ed Employees: rates are effective eac s begin on all employe one in each category b	h January subsequent to the	he initial date of this	yment.	Agreement. site Rate – see above
Cover oution oution clect	rates are effective each segin on all employed one in each category be Rates:	h January subsequent to the first hour of the fi	he initial date of this he first day of emplo m/Selection Form	yment.	site Rate – see above

(d) All such payments to be made to the Fund are to be received by the Fund office on or before the tenth (10th) day of the month following the month in which said monies were accrued, except when otherwise agreed by the Fund, but not to exceed by the end of the same month due.

2. Failure on the part of the Employer to timely contribute on any of its employees as specified herein shall make the Employer liable for all employee benefit claims which are incurred during the period of delinquency, damages, reimbursement to the Fund for the Fund's attorneys' fees, auditors' fees, court costs, disbursements and expenses incurred by the Fund in recovering the

above. In addition, the Employer must pay all arrears due the Fund together with liquidated damages in the sum of ten percent (10%) of the delinquent amount. The late payment of any delinquency by the Employer shall not in any way relieve it from the obligations set forth above. In addition, when the Employer is notified in writing by the Fund that it is delinquent, the Employer must immediately pay the delinquent amount to the Fund. After said payment, the Employer may appeal the Fund's decision to the Board of Trustees, whose decision shall be final and binding. In the event of failure of the Employer to comply with any of the rules of the Fund, the Employer and all its participating employees, at the Fund's sole discretion, shall cease to participate in the Fund, and the Employer shall be responsible for all the benefits and all other charges specified herein.

- 3. The Fund may, at any time, audit the payroll records of any and all employees of the Employer at a time mutually agreed upon at no extra charge to the Employer. In the event it is found that the Employer has not fully complied with the Fund rules and/or provisions of this Participation Agreement, the Employer shall pay the full cost of the audit that has been performed by the Fund. In addition, the Employer shall be responsible as set forth in this Participation Agreement and the Fund's rules, regulations and/or collection policies.
- 4. The Fund shall be open to participation by any group of members belonging to a participating Union that fully complies with all rules and regulations of the Fund. In addition, the Employer may contribute to the Fund for employees working outside the jurisdiction of the collective bargaining agreement in the amount indicated above. However, if these employees are included, the Employer agrees to make contributions on all employees in this category subject to the same conditions and on the same basis as is provided in this Participation Agreement, and the Employer also agrees to continue to make contributions on all these employees for as long as there shall be a collective bargaining agreement between the Employer and the Union, subject to any and all rules and regulations or decisions covering this group that are issued by the Fund. The Employer must request in writing and receive written approval from the Fund in order to have these non-covered employees included. Such request must specifically define the category or categories involved.
- 5. Should any of the provisions of this Participation Agreement be declared to be in violation of the Labor-Management Relations Act of 1947, as amended, or any other State or Federal statute or regulation, such declaration shall in no way impair the effectiveness or continuity of the rest of the provisions of this Participation Agreement and such provisions are hereby expressly declared to be saved from such illegality.
- Payments to the Fund must be made by the Employer for all compensable vacation and holiday time up to a maximum of one full calendar year.
- 7. If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions during the period of absence and such monies shall thereafter be promptly forwarded to the Fund in accordance with the rules of the Fund. In the event the Employer grants a leave and does not so comply, the Employer must pay the contributions subject to all other requirements in paragraph 2 herein.
- 8. The Employer agrees to furnish such information as may be necessary to enable the Fund to carry out its duties.
- 9. If a regular employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of 4 weeks. If a regular employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work. However, such contributions shall not be paid for a period of more than 52 weeks.
- 10. All actions and proceedings commenced or initiated by any claimant, applicant, employee, participant, the Union or the Employer, or their agents, successors or assigns, against the Fund, the Trustees thereof or any employee, service provider, representative or agent thereof, and all actions and proceedings commenced by or on behalf of said Trustees against any claimant, applicant, employee, participant, the Union or the Employer pertaining to the Fund in any manner, shall be brought in the appropriate court in the County of Onondaga, New York or other applicable tribunal located therein except where otherwise provided herein. In regard to federal district court actions, all such actions shall be commenced and heard in the United States District Court for the Northern District of New York. The Fund shall not be subject to any grievance/arbitration procedure set forth in any collective bargaining agreement. It is specifically agreed that any action or proceeding commenced or initiated in any other jurisdiction or venue shall be transferred to the appropriate court or tribunal specified herein.

REV. 201407 2

LOCAL UNION: # 118	LOCAL UNION: #449
ADDRESS: 130 Metro Park Rochester, NY 14623	ADDRESS: 2175 William Street Buffalo, NY 14206
SIGNATURE: SIGNATURE:	SIGNATURE: Della
PRINT NAME: CHRISTOPHE TOOCE	PRINT NAME: KENN C. DRYSK
PRINT TITLE: SECRETING - PAEASURE	PRINT TITLE: UKE PESIDEUT
DATE: 6/22/20	DATE: 6 22 2020
LOCAL UNION: # 294	LOCAL UNION: #317
ADDRESS: 890 Third Street - Labor Temple Albany, NY 12206	ADDRESS: 566 Spencer Street Syracuse, NY 13204
SIGNATURE: Leufull	SIGNATURE: Bill Files
PRINT NAME: CHARLES GREENFIELD	PRINT NAME: Bill Files
PRINT TITLE: BA	PRINT TITLE: Business Agent
DATE: 6/23/2-1)	1/20/20

BENEFIT SELECTION FORM

The Benefit Plan Options selected below are subject to the rules, regulations, and rates described in the Participation Agreement executed by the undersigned parties concurrent with the execution of this form. After the initial effective date, all subsequent rate changes are effective January 1st of each year during the term of the collective bargaining agreement.

For period beginning 8/1/2018

Benefit Type	Benefit Description or Option Selected	Weekly Rate
Medical and RX Plan – Required	Supreme	381.03
Dental – Optional	Option 1	-
Vision – Optional	Yes	7(2)
Disability – Optional	Option 1 With Paid Family Leave	÷
Death/AD&D - Optional	Option 1	(40
Legal - Optional	Yes	4.40
Tot	al Weekly Rate	385.43

	Single	Two Person	Family
HRA Monthly Contribution	- 2	5555	1 . 5

By signature below the parties signify their agreement to the Benefit Options selected.

Employer Name: GREW

Local Union No. See Attached

New Penn Motor Express

Signature

Title

Title Chief Openany officer Date 7/4/20

Approved by:

Executive Administrator

Date

T/H/7020

LOCAL UNION: # 118	LOCAL UNION: #449
ADDRESS: 130 Metro Park Rochester, NY 14623	ADDRESS: 2175 William Street Buffalo, NY 14206
SIGNATURE: Off	SIGNATURE: 1216
PRINT NAME: CHRISPORMA TOOCE	PRINT NAME: KEUIN C. DLYSO
PRINT TITLE: SECRETAY - PAGASURE	PRINTTITLE: VICE PASSIDENT /
DATE: 6/22/20	DATE: 6 20/2020
LOCAL UNION: # 294	LOCAL UNION: #317
ADDRESS: 890 Third Street - Labor Temple Albany, NY 12206	ADDRESS: 566 Spencer Street Syracuse, NY 13204
SIGNATURE: (A ! Wenfully	SIGNATURE: BUFiles
PRINT NAME: CHARLES GREENFIELD	PRINT NAME: BILLFILES
PRINT TITLE: BA	PRINT TITLE: Business Agent
DATE: 6/23/20	DATE: 6/22/20

BENEFIT SELECTION FORM

The Benefit Plan Options selected below are subject to the rules, regulations, and rates described in the Participation Agreement executed by the undersigned parties concurrent with the execution of this form. After the initial effective date, all subsequent rate changes are effective January 1st of each year during the term of the collective bargaining agreement.

For period beginning 8/1/2019

Benefit Type	Benefit Description or Option Selected	Weekly Rate
Medical and RX Plan – Required	Supreme	393.29
Dental – Optional	Option 1	-
Vision – Optional	Yes	
Disability – Optional	Option 1 With Paid Family Leave	- 6
Death/AD&D – Optional	Option 1	-
Legal - Optional	Yes	4.54
Tot	tal Weekly Rate	397.83

	Single	Two Person	Family
HRA Monthly Contribution	F. C.	- 1000	

By signature below the parties signify their agreement to the Benefit Options selected.

Employer Name: SRCW

New Penn Motor Express

Signature

Title

Title Chief Operating Office Date 7/9/20

Approved by:

Employer Name: SRCW

New Penn Motor Express

Signature

Title Chief Operating Office Date 7/9/20

Executive Administrator Date 7/14/1026

LOCAL UNION: # 118	LOCAL UNION: #449
ADDRESS: 130 Metro Park Rochester, NY 14623	ADDRESS: 2175 William Street Buffalo, NY 14209
PRINT NAME: CHRISTOPHE TOOCE	PRINT NAME: KEUNS C. DRYSNA
PRINTTITLE: SECRETING- PAGASURE	PRINT TITLE: UICE 1 ASSIDERT / A. A.
DATE: 6/22/20	DATE: 6 22 200
LOCAL UNION: # 294	LOCAL UNION: #317
ADDRESS: 890 Third Street - Labor Temple Albany, NY 12206	ADDRESS: 566 Spencer Street Syracuse, NY 13204
SIGNATURE: A wenfull	SIGNATURE: Bill Files
PRINT NAME: CHARLES GREENFIELD	PRINT NAME: Bill Files
PRINT TITLE: BA	PRINTTITLE: Business Agent
DATE: 6/23/20	DATE: 6/22/20

BENEFIT SELECTION FORM

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For period beginning 8/1/2020

Benefit Type	Benefit Description or Option Selected	Weekly Rate
Medical and RX Plan – Required	Supreme	TBD
Dental – Optional	Option 1	
Vision Optional	Yes	-
Disability – Optional	Option 1 With Paid Family Leave	-
Death/AD&D - Optional	Option 1	
Legal - Optional	Yes	-
Tol	tal Weekly Rate	TBD

Single	Two Person	Family
H T T	10 4 - 1	
	Single	Single Two Person

By signature below the parties signify their agreement to the Benefit Options selected.

Employer Name: GRCWLocal Union No. See Attached

New Penn Motor Express

Signature

Title

Title Chief Operating Office Date 7/9/20

Approved by:

Executive Administrator Date

LOCAL UNION: # 118	LOCAL UNION: #449
ADDRESS: 130 Metro Park Rochester, NY 14623	ADDRESS: 2175 William Street Buffalo, NY 14206
SIGNATURE: SOL	SIGNATURE: KOLOG
PRINT NAME: CHRISTOPHER TOOLE	PRINT NAME: KEWIN C. DRUSK
PRINT TITLE: SECRETIMY. PAGASURE	PRINT TITLE: VICE & LASIPEL
DATE: 6/22/20	DATE: 6 22 2000
LOCAL UNION: # 294	LOCAL UNION: #317
ADDRESS: 890 Third Street - Labor Temple Albany, NY 12206	ADDRESS: 566 Spencer Street Syracuse, NY 13204
SIGNATURE: A renfield	SIGNATURE: B.U. Files
PRINT NAME: CHARLES GREEN PIECO	PRINT NAME: Bill Files
PRINT TITLE: BA	PRINTTITLE: Business Agent
DATE: 6/33/20	DATE: 6 (zzko

BENEFIT SELECTION FORM

The Benefit Plan Options selected below are subject to the rules, regulations, and rates described in the Participation Agreement executed by the undersigned parties concurrent with the execution of this form. After the initial effective date, all subsequent rate changes are effective January 1st of each year during the term of the collective bargaining agreement.

For period beginning 8/1/2021

Benefit Type	Benefit Description or Option Selected	Weekly Rate
		4
Medical and RX Plan – Required	Supreme	TBD
Dental – Optional	Option 1	T 1 = 0
Vision – Optional	Yes	4
Disability – Optional	Option 1 With Paid Family Leave	-
Death/AD&D – Optional	Option 1	-
Legal - Optional	Yes	TBD
Tot	tal Weekly Rate	TBD

the second of the second secon	Single	Two Person	Family
HRA Monthly Contribution	-	- an man	-
the black of the contract of t	C. II . J		

By signature below the parties signify their agreement to the Benefit Options selected.

LOCAL UNION: # 118	Local time
	LOCAL UNION: #449
ADDRESS: 130 Metro Park Rochester, NY 14623	ADDRESS: 2175 William Street Buffalo, NY 1/12/06
PRINT NAME: CHRISTOPHE TODGE PRINT TITLE: SECRETAY- PAGASUAL	PRINT TITLE: UICE PASSIDEAT
DATE: 6/22/20	DATE: 6 /2 /2020
LOCAL UNION: # 294	LOCAL UNION: #317
ADDRESS: 890 Third Street - Labor Temple Albany, NY 12206	ADDRESS: 566 Spencer Street Syracuse, NY 13204
SIGNATURE: A MENTILLE	SIGNATURE: BUFILOS
PRINT NAME: CHARLES GREENFIELD	PRINT NAME: Bill Files
PRINT TITLE: BA	PRINT TITLE: Business Agent
DATE: 6/23/20	DATE: 1/22/20

BENEFIT SELECTION FORM

The Benefit Plan Options selected below are subject to the rules, regulations, and rates described in the Participation Agreement executed by the undersigned parties concurrent with the execution of this form. After the initial effective date, all subsequent rate changes are effective January 1st of each year during the term of the collective bargaining agreement.

For period beginning 8/1/2022

Benefit Type	Benefit Description or Option Selected	Weekly Rate
Medical and RX Plan – Required	Supreme	TBD
Dental – Optional	Option 1	-
Vision – Optional	Yes	1000
Disability Optional	Option 1 With Paid Family Leave	-,0,-
Death/AD&D - Optional	Option 1	172
Legal - Optional	Yes	TBD
Tot	tal Weekly Rate	TBD

and the second s	Single	Two Person	Family
HRA Monthly Contribution		-	- Marie Marie de
and the second of the second o	The second of the second of the second		

By signature below the parties signify their agreement to the Benefit Options selected.

	Employer Name: SRCW
Local Union No. See Attached	New Penn Motor Express
Signature	Signature
Title	Title Chief Operating Officer Date 7/9/20
Approved by:	_, Executive Administrator Date

LOCAL UNION: # 118	LOCAL UNION: #449
ADDRESS: 130 Metro Park Rochester, NY 14623 SIGNATURE: OHLISOMA TOOLE	ADDRESS: 2175 William Street Buffalo, NY 14206 SIGNATURE:
PRINT TITLE: SECRETING-PAGASULLE DATE: 6/22/20	PRINT NAME: KEELE C. ORLISTO PRINT TITLE: LICE PLEASE / B DATE: 6 22 2000
LOCAL UNION: # 294	LOCAL UNION: #317
ADDRESS: 890 Third Street – Labor Temple Albany, NY 12206	ADDRESS: 566 Spencer Street Syracuse, NY 13204
SIGNATURE: (Levyelle)	SIGNATURE: Bill Files
PRINT NAME: CHAPLES GREENISTED	PRINT NAME: Bill Files
PRINT TITLE: BA	PRINT TITLE: Business Agent
DATE: 6/23/20	DATE: 1/22/20

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	as of the date of execution hereof and the payments above provided
shall be payable from and after 10/01/2022 an	d continue until expiration of the collective bargaining agreement on
The state of the state	bargaining agreement, this Participation Agreement shall continue in
full force and effect until a successor collective bargain	ing agreement is executed by the Employer and Union, unless the
Employer gives the Fund at least sixty (60) days written	notice of its intent to terminate participation subject, however, to the
discretion of the Trustees. The Employer shall pay any co	ontribution rate increases in effect during negotiations with the Union rules and regulations of the Fund. A new Participation Agreement
must be signed and submitted for each successor collective	bargaining agreement.
Effective date of collective bargaining agreement: 10/0	1/2022
Expiration date of collective bargaining agreement: 7/31	/2023
 The Employer and its employees shall not be entitle signatory to a current Participation Agreement. 	d to participate in this Fund unless the Employer and the Union are
13. This Participation Agreement represents the entire ag	preement and understanding of the parties and supersedes all prior or
contemporaneous agreements or understandings, whether	oral or written. As such, this Participation Agreement may not be the extent there exist any conflict between any provisions of this
Participation Agreement and any provisions of the collecti	ve bargaining agreement, this Participation Agreement shall control.
	nt to be executed on the date shown by each of their signatures below.
LOCAL UNION# 449	EMPLOYER: New Penn Motor Express
ADDRESS: 2175 William Street	ADDRESS: 6640 Transit Rd. W.
Buffalo, NY 14206	ADDRESS: 6640 Transit Rd. Williamsville, NY 14221
Bullalo, Ny 17200	
SIGNATURE:	SIGNATURE: Whit I have
PRINT NAME: Kevin Drysdale	PRINT NAME: Michael Underkoffla
PRINT TITLE Business Agent	PRINTTITLE: Trucker Relation Manager
DATE: 10 5 2022	DATE: 10-67-2022
/ /	
NEW YORK STATE TEAMSTERS COUNCIL HEALTH	H AND HOSPITAL FUND
151 NORTHERN CONCOURSE, SYRACUSE, NY 1321	2
MAILING ADDRESS: P.O. BOX 4923, SYRACUSE, ?	NEW YORK 13221-4928
	10/10/201-

EXECUTIVE ADMINISTRATOR

PARTICIPATION AGREEMENT

- 1. (a) This Participation Agreement, executed by the undersigned Teamsters Local Union (hereinafter "Union") and Employer, is the basis for participation in the New York State Teamsters Council Health and Hospital Fund (hereinafter "Fund"). The Employer, its participating employees, and the Union, as a condition of participation in this Fund, are bound by this Participation Agreement, the Trust Agreement, Plan documents and all of the rules and regulations of the Fund now and/or hereafter adopted by the Board of Trustees.
- (b) The Employer and Union understand and agree that the Fund contributions shall be made, as set forth herein, on all employees doing bargaining unit work, irrespective of whether said employees are full-time, part-time, casual or seasonal, except as is otherwise provided herein. No agreement between the Employer and the Union shall alter this rule or any other rule or provision of this Participation Agreement.
 - (c) The Employer agrees to contribute as follows, not to exceed the maximum:

Rates of Contribution:	Daily or Hourly	Weekly	CONT	RACT TYPE:
Effective 10/01/2022	107.66/Daily	430.63		UPS
Effective				FREIGHT - National
Effective				FREIGHT - Area
Effective				CONSTRUCTION
Effective				MUNICIPAL
Effective				OTHER
Effective				
Covered Employees:	Bargaining No	n-Bargaining		
ibution rates are effective each	a January subsequent to the second se			Agreement.
ibution rates are effective each ibutions begin on all employer Select one in each category be	n January subsequent to the second second the first hour of the second s	the initial date of this	yment.	
ibution rates are effective each ibutions begin on all employed Select one in each category be (i) Rates: Compo	a January subsequent to the first hour of the first hour of the low: nent Rate-with Addendust Option - All benefits	the initial date of this the first day of emplo um/Selection Form Alternate Benef	yment. Composit Plans - Per	osite Rate – see above attached selection form

month following the month in which said monies were accrued, except when otherwise agreed by the Fund, but not to exceed

2. Failure on the part of the Employer to timely contribute on any of its employees as specified herein shall make the Employer liable for all employee benefit claims which are incurred during the period of delinquency, damages, reimbursement to the Fund for the Fund's attorneys' fees, auditors' fees, court costs, disbursements and expenses incurred by the Fund in recovering the

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by the end of the same month due.

above. In addition, the Employer must pay all arrears due the Fund together with liquidated damages in the sum of ten percent (10%) of the delinquent amount. The late payment of any delinquency by the Employer shall not in any way relieve it from the obligations set forth above. In addition, when the Employer is notified in writing by the Fund that it is delinquent, the Employer must immediately pay the delinquent amount to the Fund. After said payment, the Employer may appeal the Fund's decision to the Board of Trustees, whose decision shall be final and binding. In the event of failure of the Employer to comply with any of the rules of the Fund, the Employer and all its participating employees, at the Fund's sole discretion, shall cease to participate in the Fund, and the Employer shall be responsible for all the benefits and all other charges specified herein.

- 3. The Fund may, at any time, audit the payroll records of any and all employees of the Employer at a time mutually agreed upon at no extra charge to the Employer. In the event it is found that the Employer has not fully complied with the Fund rules and/or provisions of this Participation Agreement, the Employer shall pay the full cost of the audit that has been performed by the Fund. In addition, the Employer shall be responsible as set forth in this Participation Agreement and the Fund's rules, regulations and/or collection policies.
- 4. The Fund shall be open to participation by any group of members belonging to a participating Union that fully complies with all rules and regulations of the Fund. In addition, the Employer may contribute to the Fund for employees working outside the jurisdiction of the collective bargaining agreement in the amount indicated above. However, if these employees are included, the Employer agrees to make contributions on all employees in this category subject to the same conditions and on the same basis as is provided in this Participation Agreement, and the Employer also agrees to continue to make contributions on all these employees for as long as there shall be a collective bargaining agreement between the Employer and the Union, subject to any and all rules and regulations or decisions covering this group that are issued by the Fund. The Employer must request in writing and receive written approval from the Fund in order to have these non-covered employees included. Such request must specifically define the category or categories involved.
- 5. Should any of the provisions of this Participation Agreement be declared to be in violation of the Labor-Management Relations Act of 1947, as amended, or any other State or Federal statute or regulation, such declaration shall in no way impair the effectiveness or continuity of the rest of the provisions of this Participation Agreement and such provisions are hereby expressly declared to be saved from such illegality.
- 6. Payments to the Fund must be made by the Employer for all compensable vacation and holiday time up to a maximum of one full calendar year.
- 7. If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions during the period of absence and such monies shall thereafter be promptly forwarded to the Fund in accordance with the rules of the Fund. In the event the Employer grants a leave and does not so comply, the Employer must pay the contributions subject to all other requirements in paragraph 2 herein.
- 8. The Employer agrees to furnish such information as may be necessary to enable the Fund to carry out its duties.
- 9. If a regular employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of 4 weeks. If a regular employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work. However, such contributions shall not be paid for a period of more than 52 weeks.
- 10. All actions and proceedings commenced or initiated by any claimant, applicant, employee, participant, the Union or the Employer, or their agents, successors or assigns, against the Fund, the Trustees thereof or any employee, service provider, representative or agent thereof, and all actions and proceedings commenced by or on behalf of said Trustees against any claimant, applicant, employee, participant, the Union or the Employer pertaining to the Fund in any manner, shall be brought in the appropriate court in the County of Onondaga, New York or other applicable tribunal located therein except where otherwise provided herein. In regard to federal district court actions, all such actions shall be commenced and heard in the United States District Court for the Northern District of New York. The Fund shall not be subject to any grievance/arbitration procedure set forth in any collective bargaining agreement. It is specifically agreed that any action or proceeding commenced or initiated in any other jurisdiction or venue shall be transferred to the appropriate court or tribunal specified herein.